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4 UNITED STATES DISTRICT COURT  
5 WESTERN DISTRICT OF WASHINGTON  
6 AT SEATTLE

7 REBECCA AUGSBURGER,

8 Plaintiff,

9 v.

10 NAVY MUTUAL AID ASSOCIATION,

11 Defendant.

CASE NO. 2:17-cv-1817-BAT

**ORDER DENYING MOTION FOR  
RECONSIDERATION**

12 On January 28, 2019, the Court denied Plaintiff Rebecca Augsburger's motion for partial  
13 summary judgment and granted the motion for summary judgment of Defendant Navy Mutual  
14 Aid Association. Dkt. 56. Presently before the Court is Plaintiff's motion for reconsideration of  
15 that Order. Dkt. 58. Having reviewed the motion, the Court **DENIES** Plaintiff's motion for  
16 reconsideration.

17 **DISCUSSION**

18 Motions for reconsideration are governed by Local Rule CR 7(h):

19 Motions for reconsideration are disfavored. The court will ordinarily deny such  
20 motions in the absence of a showing of manifest error in the prior ruling or a  
showing of new facts or legal authority which could not have been brought to its  
attention earlier with reasonable diligence.

21 Local Rule CR 7(h)(1). Plaintiff does not present any new fact or legal authority that was  
22 unavailable at the time of the summary judgment briefing. Plaintiff also makes no showing of  
23 manifest error in the Court's prior ruling.

1 The Court notes that for the most part, Plaintiff's motion for reconsideration merely  
2 rehashes the same arguments made and rejected by the Court on summary judgment and her  
3 motion may be denied for this reason alone. *See Brown v. Wright*, 588 F.2d 708, 710 (9th  
4 Cir.1978). Plaintiff now asserts that "while there is evidence that Navy Mutual sent a notification  
5 after the 2010 application was submitted, Navy Mutual was not allowed to terminate coverage on  
6 John without first obtaining the Augsburgers' consent." She relies on *McGreevy v. Oregon Mut.*  
7 *Ins. Co.*, 74 Wash. App. 858, 867, 876 P.2d 463, 469 (1994) for the proposition that "notice and  
8 agreement must be obtained before amendments and modifications can be made by an insurer to  
9 an insurance policy." Her argument is misplaced.

10 In *McGreevy*, an insurer attempted to unilaterally amend an insurance policy to take  
11 advantage of changes in the law concerning stacking. *McGreevy*, 74 Wn.App. at 866–67.  
12 However, because this required a change in the contract of insurance which, in turn, required a  
13 meeting of the minds and agreement, the endorsement was not effective when the insured  
14 received it. *Id.*, 74 Wn.App. at 867 (citations omitted). *McGreevy* does not apply to the facts of  
15 this case. Navy Mutual did not attempt to unilaterally amend the Family Plan without notice to  
16 the Augsburgers. In fact, the Augsburgers were advised of several options – they could have  
17 maintained coverage on the Family Plan by continuing to pay those premiums or convert the  
18 Family Plan to the full amount of coverage for a higher premium; they were not obligated to  
19 accept the Level II 'Plus' Plan or pay those premiums; and, they could have obtained coverage  
20 on John Augsburger's life at any time after their coverage under the Family Plan terminated.  
21 There is no evidence that Navy Mutual made any unilateral amendment or modification to the  
22 Family Plan.

1           Accordingly, Plaintiff's motion is denied because, for the most part it simply rehashes  
2 arguments already made and rejected by the Court, and otherwise fails to establish that the Court  
3 committed a manifest error of law or fact.

4           DATED this 13th day of February, 2019.

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8 BRIAN A. TSUCHIDA  
9 Chief United States Magistrate Judge  
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